

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
ANDERSON/GREENVILLE DIVISION

|                                       |   |                                 |
|---------------------------------------|---|---------------------------------|
| State Farm Mutual Automobile          | ) |                                 |
| Insurance Company,                    | ) | Case No. 8:21-03832-JDA         |
|                                       | ) |                                 |
| Plaintiff,                            | ) |                                 |
|                                       | ) |                                 |
| v.                                    | ) | <b><u>OPINION AND ORDER</u></b> |
|                                       | ) |                                 |
| Arturo Burgos, Jr.; Donatello Farrow; | ) |                                 |
| Shanna Newkirk; Antwan Gallman;       | ) |                                 |
| Sidney Antwan Cheeks;                 | ) |                                 |
| Bush River Baptist Church,            | ) |                                 |
|                                       | ) |                                 |
| Defendants.                           | ) |                                 |
| _____                                 | ) |                                 |

This matter is before the Court on a motion for summary judgment filed by Plaintiff. [Doc. 98.] In accordance with 28 U.S.C. § 636(b) and Local Civil Rule 73.02(B)(2)(e), D.S.C., this matter was referred to United States Magistrate Judge Kevin F. McDonald for pre-trial proceedings.

On February 14, 2024, the Magistrate Judge issued a Report and Recommendation (“Report”) recommending that summary judgment be granted to Plaintiff and that Plaintiff be granted a declaratory judgment that the insurance policies it issued to Defendant Arturo Burgos, Jr., do not provide coverage for claims arising out of an automobile accident that occurred on May 28, 2020, and it has neither a duty to defend nor a duty to indemnify Defendant Shanna Newkirk for the claims and damages asserted in an underlying state-court action related to a vehicle accident. [Doc. 106.] The Magistrate Judge advised Defendants of the procedures and requirements for filing

objections to the Report and the serious consequences if they failed to do so. Defendants have filed no objections and the time to do so has lapsed.

The Magistrate Judge makes only a recommendation to this Court. The recommendation has no presumptive weight, and the responsibility to make a final determination remains with the Court. See *Mathews v. Weber*, 423 U.S. 261 (1976). The Court is charged with making a de novo determination of any portion of the Report of the Magistrate Judge to which a specific objection is made. The Court may accept, reject, or modify, in whole or in part, the recommendation made by the Magistrate Judge or recommit the matter to the Magistrate Judge with instructions. See 28 U.S.C. § 636(b). The Court will review the Report only for clear error in the absence of an objection. See *Diamond v. Colonial Life & Accident Ins. Co.*, 416 F.3d 310, 315 (4th Cir. 2005) (stating that “in the absence of a timely filed objection, a district court need not conduct a de novo review, but instead must only satisfy itself that there is no clear error on the face of the record in order to accept the recommendation.” (internal quotation marks omitted)).

The Court has reviewed the record in this case, the applicable law, and the Report of the Magistrate Judge for clear error. Having done so, the Court accepts the Report and Recommendation of the Magistrate Judge and incorporates it by reference. Accordingly, Plaintiff’s motion for summary judgment [Doc. 98] is GRANTED and Plaintiff is granted a declaratory judgment that the insurance policies it issued to Defendant Arturo Burgos, Jr., do not provide coverage for claims arising out of an automobile accident that occurred on May 28, 2020, and it has neither a duty to defend nor a duty to indemnify Defendant Shanna Newkirk for the claims and damages asserted in the underlying action.

IT IS SO ORDERED.

s/Jacquelyn D. Austin  
United States District Judge

Greenville, South Carolina  
March 13, 2024